

2016

State of Utah, Plaintiff, Appellee, and Cross-Appellant, v. Frank J. Steed and Joan A. Steed, Defendants, Appellants, and Cross-Appellees

Utah Court of Appeals

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IN THE UTAH COURT OF APPEALS

STATE OF UTAH,

Plaintiff, Appellee, and
Cross-Appellant,

vs.

FRANK J. STEED and JOAN A.
STEED,

Defendants, Appellants, and
Cross-Appellees.

Case Nos. 20141044-CA
20141045-CA
(Consolidated)

District Ct. No. 081907872
District Ct. No. 081907973

AMICUS CURIAE BRIEF IN SUPPORT OF APPELLEE

APPEAL FROM THE THIRD JUDICIAL DISTRICT COURT, SALT LAKE
COUNTY, UTAH, HONORABLE ROBIN W. REESE, PRESIDING

Max D. Wheeler
Rodney R. Parker
Richard Van Wagoner
Snow, Christensen & Martineau
10 Exchange Place, Eleventh Floor
Post Office Box 45000
Salt Lake City, Utah 84145-5000

Counsel for Appellants

Scott H. Sweat (#6143)
Tyler J. Berg (#12031)
Wasatch County Attorney's Office
805 West 100 South
Telephone: (435) 654-2909
Facsimile: (435) 654-2947
Heber City, Utah 84032

Counsel for Wasatch County

FILED
UTAH APPELLATE COURTS

JAN 25 2016

SUMMARY OF ARGUMENTS

This Court should deny Appellants' appeal as it applies to money paid to the Wasatch County Jail because Wasatch County is not a party to this criminal action, and the money paid to Wasatch County Jail was the result of a civil contract entered into between Wasatch County and Appellants. (see Addenda A & B) It was not paid as a fine or restitution under this criminal action currently before the Court. This Court, therefore, has no jurisdiction over Wasatch County in this case or the underlying subject matter, its civil contract with Appellants.

ARGUMENT

- I. THE COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION OVER WASATCH COUNTY BECAUSE THE FEES AT ISSUE ARE FROM A CIVIL CONTRACT BETWEEN APPELLANTS AND WASATCH COUNTY.

A court may have jurisdiction over many different types of cases and subject matter, but jurisdiction over persons and subject matter "must be invoked according to a certain procedure." *Hakki v. Faux*, 396 P.2d 867, 868 (Utah 1964). Jurisdiction in a criminal case in district court is properly obtained over persons and subject matter when the state begins a case by filing an information against a criminal defendant. Utah Code § 77-2-1 (1980). Additionally, "only the State and the defendant are actual parties to a criminal action" and subject to the court's jurisdiction for that particular subject matter. *State v. Lewis*, 2009 UT 35, ¶17; 212 P.3d 529, 532 (Utah 2009).

A court does not have jurisdiction over an interested non-party to a criminal action. *State v. Sun Sur. Ins. Co.*, 2004 UT 74, ¶9; 99 P.3d 818, 820 (Utah 2004). In *Sun*,

the district court forfeited a bail bond issued by a surety, and the surety appealed the decision to the Utah Court of Appeals. *Id.* at ¶4-5. The appellate court reversed the district court, but the Utah Supreme Court overturned the decision of the Court of Appeals. *Id.* at ¶10. The Court held that the Court of Appeals did not have jurisdiction over the appeal because the surety, though certainly a party interested in the proceedings, was not a party to the original action. *Id.* at ¶9.

In the current case, Wasatch County is not a party to the criminal case currently before the court. The parties to the case are solely Appellants and the State of Utah as represented by the prosecuting entity, which is not Wasatch County. The Court also did not sentence Appellants to serve a commitment in the Wasatch County Jail. Rather, the Appellants were sentenced to serve a commitment in Salt Lake County. The Appellants served time in the Wasatch County Jail only because they *requested* to stay there. The costs that they incurred to stay there were costs that they voluntarily assumed, not a necessary expense resulting from their criminal conviction. Because Wasatch County is not a party to this criminal proceeding, this Court does not have jurisdiction over Wasatch County and its property.

It is also clear that the contract with Wasatch County is a civil arrangement outside the scope of the subject matter jurisdiction of this criminal proceeding. In this instance, Wasatch County was acting solely as a private facility that contracted with Appellants to be able to fulfill their commitment. Instead of Wasatch County, Appellants potentially could have requested to contract with another private facility, an inpatient treatment facility, or an ankle monitoring company for home confinement. Wasatch County in this

circumstance is no different than any other entity under with which Appellants could have contracted as part of an alternative incarceration program.

This Court's orders for Appellants contemplated the contractual nature of this arrangement when it issued its original orders. The Court released Appellants from Salt Lake County so they could obtain the requested venue for their incarceration subject to "conditions contained in a contract of confinement," which terms were "agreed to by and between said defendant and Wasatch County." (see Addenda C & D) This clearly demonstrates that this is a civil contract issue that falls outside the scope of the Court's subject matter jurisdiction for this criminal proceeding.

Even if this Court did have jurisdiction over Wasatch County and this contract issue, it would not be just to deprive Wasatch County of their bargained-for consideration. Wasatch County incurred costs to house Appellants, and the county completed all of its duties under the contract. Depriving them of the money paid by Appellants would require Wasatch County to pay the costs that would have otherwise been born by the prosecuting county, and it would discourage private providers from contracting with inmates for alternative incarceration programs in the future.

CONCLUSION

This Court should deny Appellants' appeal as it applies to money paid to the Wasatch County Jail because Wasatch County is not a party to this criminal action, and the money paid to Wasatch County Jail was the result of a civil contract entered into between Wasatch County and Appellants. It was not paid as a fine or restitution under this criminal action currently before the Court. This Court, therefore, has no jurisdiction

over Wasatch County in this case or the underlying subject matter, its civil contract with Appellants.

Dated this 25th day of January, 2016.



TYLER J. BERG
WASATCH COUNTY ATTORNEYS OFFICE
Attorney for Wasatch County

MAILING CERTIFICATE

I hereby certify that two true and correct copies of the foregoing were mailed to the following, postage prepaid, this 25th day of January, 2016.

Max D. Wheeler R
Rodney R. Parker
Richard A. Van Wagoner
Snow, Christensen & Martineau
10 Exchange Place, Eleventh Floor
Post Office Box 45000
Salt Lake City, Utah 84145

Assistant Utah Attorney General
Bridget K. Romano
Chief Civil Deputy
Office of the Utah Attorney General
160 East 300 South, Fifth Floor
P.O. Box 140856
Salt Lake City, Utah 84114-0856



JoEll Rowley

Addendum A

Wasatch County Jail Incarceration Agreement

I. PARTIES

The parties to this agreement include the Wasatch County Sheriff and the Wasatch County Jail (hereinafter collectively referred to as "the Jail") and Mrs. Joan Ann Steed ("Steed"). (DOB 12/10/48).

II. RECITALS AND PURPOSE

WHEREAS Steed has been sentenced by the Third District Court to an incarceration period of 180 days; and

WHEREAS Steed permanently resides in Wasatch County, Utah and owns and operates one or more businesses in Duchesne County, Utah; and

WHEREAS Steed would normally be incarcerated in the Salt Lake County Jail, but desires to be incarcerated in the Wasatch County Jail because of its proximity to her residence and to her businesses in Duchesne; and

WHEREAS the Third Judicial District Court has fashioned its incarceration order to allow Steed to serve her sentence in the Wasatch County Jail, if approved by Wasatch County;

WHEREAS Wasatch County is willing and able to accommodate Steed's desire to be housed at Wasatch County Jail according to certain terms and conditions; and

WHEREAS the Wasatch County Jail operates a work release program that may enroll Steed, depending on her good behavior and compliance with her Work Release Agreement; and

WHEREAS Steed openly acknowledges that her work release privileges at the Jail may be suspended or revoked for failing to comply with the Jail's rules and policies for violating her Work Release Agreement, or for violating this Incarceration Agreement; and

THEREFORE, the Wasatch County Jail and Steed hereby agree that the purpose of this document is to provide a written embodiment of their mutual understanding and an agreement between the parties as to housing and incarcerating Steed pursuant to the Third Judicial District Court's Order (Case No. 081907873) and each agree to abide the terms and conditions herein.

III. OBLIGATIONS OF STEED

Steed hereby promises to:

A. Provide documentation from the Third Judicial District which would confirm that:

1. Steed may be given work release while incarcerated under Case No.

081907873; and

2. The Court has not prohibited Steed from receiving good time if applicable;
- B. Pay the Jail a \$45.00 per day Pay-for-Stay Fee to house and incarcerate Steed (including providing meals when Steed is physically present in the Jail);
 - C. Pay the \$45.00 per day Pay-for-Stay Fee referenced in Section III(B) at least one week ahead of the time that incarceration services are rendered to Steed;
 - D. Pay for all of her own health care costs (e.g. medical, dental, eye, and mental), whether eligible and participating in work release or not;
 - E. Pay the Jail a reasonable transportation fee anytime the Jail moves Steed to any location outside the Jail (e.g. initial pick-up, court, any health care related need);
 - F. Pay the Jail to employ a deputy to stay-with and guard her in the event she is admitted to a hospital or other health care facility;
 - G. So long as Steed is eligible for work release, she promises to:
 1. Provide a work schedule at the time this Agreement is executed which does not exceed fifty (50) hours per week, including travel time;
 2. Pay the Jail a Work Release Fee of \$20.00 per day for each day she is released to work and/or to obtain medical care (this Work Release Fee is separate from the Pay-for-Stay Fee for housing and will be paid each Saturday prior to the upcoming work week);
 3. Provide verification (e.g. pay stub) to the Jail once every other week that work is being performed;
 4. Pay a deposit of \$100.00 to the Jail prior to her first day of work release, which deposit may be applied toward any deficiencies in Steed's payments;
 5. Return to the Jail at the times indicated on her work schedule, as referenced in Section III(G)(1) above;
 6. Comply with all local, state, and federal laws;
 7. Promptly report any change in her work release schedule and/or employment address or job site address to the Jail;
 8. Travel directly to her place of employment and return to the Jail after work without any unauthorized stops;

9. Enter and leave the Jail only through the work release entrance;
10. Consent to be searched each time she enters or leaves the Jail;
11. Submit to a urinalysis or tests of breath and/or blood at least twice per month to ensure compliance with work release rules and policies;
12. Pay reasonable costs for any urinalysis, breath and/or blood tests she receives while on work release;
13. Not consume or have in her possession at any time any alcoholic beverage, controlled substance or drug except those that are prescribed by a licensed physician and approved by jail command;
14. Not have in her possession, or cause to be brought into the Jail, any contraband (as "contraband" is defined in the Wasatch County Jail Inmate Manual);
15. Not use or have in her possession any firearm or dangerous weapons at any time;
16. Comply with all jail rules and regulations at the risk of being disciplined for non-compliance;
17. Provide the Jail vehicle information (e.g. year, make, model, VIN, license plate number) and proof of current vehicle insurance coverage for those vehicles Steed may use while on work release; and
18. Hold the Jail and its administrators and agents harmless and not liable for any loss, damage, or injury she may incur or sustain while engaged in her employment.

IV. OBLIGATIONS OF THE JAIL

A. The Jail hereby promises to:

1. House and incarcerate Steed (including providing meals when Steed is physically present in the Jail) for the duration of her commitment with the Third District Court;
2. Provide Steed adequate time to visit her health care professionals during those times she is eligible for work release;
3. Transport Steed, according to the terms specified in Section III(D-F), to her health care professionals during those times Steed is not eligible for work release; and

4. Transport or secure ambulance transportation for Steed to the local emergency room in the event Steed is in need of emergency health care services, although the costs of such will be borne by Steed, as detailed in Section III(D-E) above.

- B. The Jail is only obligated to provide work release for Steed based on Steed's good behavior and compliance with all Jail rules, policies, and this Agreement. If, at any time, Steed violates any Jail rules, policies, or this Agreement, her work release privileges may be temporarily suspended or permanently revoked.

V. MUTUAL OBLIGATIONS

The Jail and Steed both agree that:

- A. This Agreement, along with the Third District Court's Order allowing work release, constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written agreements;
- B. This Agreement cannot be modified orally and can only be amended by a written instrument signed by both parties; and
- C. Either party may terminate this agreement for any reason upon thirty days written notice to the other party. In the event of termination, Steed will be responsible to pay Wasatch County for the days spent in their jail and all costs for transporting her to the Salt Lake County Jail, as per this Agreement.)

VI. DESIGNATED CONTACT REPRESENTATIVES

The following individuals shall be the primary and alternative contact representative(s) for each party:

Wasatch County Sheriff

Primary Contact Representative
Corey S. Davis
Lieutenant
Wasatch County Sheriff's Office
1361 South Highway 40
Heber City, UT 84032
435-654-1411 (office)
435-657-3580 (fax)
cdavis@co.wasatch.ut.us

Alternative Contact Representative
Jared W. Rigby
Chief Deputy
Wasatch County Sheriff's Office
1361 South Highway 40
Heber City, UT 84032
435-657-3560 (office)
435-657-3580 (fax)
jrigby@co.wasatch.ut.us

Mrs. Joan Ann Steed

Primary Contact Representative

Loni F. Deland
43 East 400 South
Salt Lake City, Utah 84111
801-364-1333 (office)
801-364-3232 (fax)
lfd_inc@msn.com

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this 23 day of November, 2011.

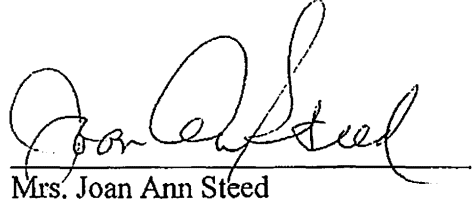



Mike Davis
Wasatch County Manager

Approved as to form:



Scott H Sweat
Wasatch County Attorney


Mrs. Joan Ann Steed

Loni F. Deland
Attorney for Mrs. Joan Ann Steed

Addendum B

Wasatch County Jail Incarceration Agreement

I. PARTIES

The parties to this agreement include the Wasatch County Sheriff and the Wasatch County Jail (hereinafter collectively referred to as "the Jail") and Mr. Frank Steed ("Steed"). (DOB 12/01/45).

II. RECITALS AND PURPOSE

WHEREAS Steed has been sentenced by the Third District Court to an incarceration period of twelve months, of which approximately eleven months remain; and

WHEREAS Steed permanently resides in Wasatch County, Utah and owns and operates one or more businesses in Duchesne County, Utah; and

WHEREAS Steed is currently incarcerated in the Salt Lake County Jail, but desires to be incarcerated in the Wasatch County Jail, because of its proximity to his residence and to his businesses in Duchesne; and

WHEREAS the Third Judicial District Court has fashioned its incarceration order to allow Steed to serve his sentence in the Wasatch County Jail if approved by Wasatch County ;

WHEREAS Wasatch County is willing to accommodate Steed's desire to be housed at Wasatch County Jail according to certain terms and conditions; and

WHEREAS the Wasatch County Jail operates a work release program that may enroll Steed, depending on his good behavior and compliance with his Work Release Agreement; and

WHEREAS Steed openly acknowledges that his work release privileges at the Jail may be suspended or revoked for failing to comply with the Jail's rules and policies, for violating his Work Release Agreement, or for violating this Incarceration Agreement; and

THEREFORE, the Wasatch County Jail and Steed hereby agree that the purpose of this document is to provide a written embodiment of their mutual understanding and an agreement between the parties as to housing and incarcerating Steed pursuant to the Third Judicial District Court's Order (Commitment No. 286685 in relation to Case No. 08190772) and each agree to abide the terms and conditions herein.

III. OBLIGATIONS OF STEED

Steed hereby promises to:

A. Provide documentation from the Third Judicial District which would confirm that:

1. Steed may be given work release while incarcerated under Commitment No 286685 and Case No. 081907972; and
 2. The Court has not prohibited Steed from receiving good time if applicable;
- B. Provide documentation from the Salt Lake County Jail stating they have no objection to the Wasatch County Jail housing and incarcerating Steed for the duration of his commitment;
- C. Pay the Jail a \$45.00 per day Pay-for-Stay Fee to house and incarcerate Steed (including providing meals when Steed is physically present in the Jail);
- D. Pay the \$45.00 per day Pay-for-Stay Fee referenced in Section III(C) at least one week ahead of the time that incarceration services are rendered to Steed;
- E. Pay for all of his own health care costs (e.g. medical, dental, eye, and mental), whether eligible and participating in work release or not;
- F. Pay the Jail a reasonable transportation fee anytime the Jail moves Steed to any location outside the Jail (e.g. initial pick-up, court, any health care related need);
- G. Pay the Jail to employ a deputy to stay-with and guard him in the event he is admitted to a hospital or other health care facility;
- H. So long as Steed is eligible for work release, he promises to:
1. Provide a work schedule at the time this Agreement is executed which does not exceed fifty (50) hours per week, including travel time;
 2. Pay the Jail a Work Release Fee of \$20.00 per day for each day he is released to work and/or obtain medical care (this Work Release Fee for is separate from the Pay-for-Stay Fee for housing and will be paid each Saturday prior to the upcoming work week);
 3. Provide verification (e.g. pay stub) to the Jail once every other week that work is being performed;
 4. Pay a deposit of \$100.00 to the Jail prior to his first day of work release, which deposit may be applied toward any deficiencies in Steed's payments;
 5. Return to the Jail at the times indicated on his work schedule, as referenced in Section III(H)(1) above;
 6. Comply with all local, state, and federal laws;
 7. Promptly report any change in his work release schedule and/or

employment address or job site address to the Jail;

8. Travel directly to his place of employment and return to the Jail after work without any unauthorized stops;
9. Enter and leave the Jail only through the work release entrance;
10. Consent to be searched each time he enters or leaves the Jail;
11. Submit to a urinalysis or tests of breath and/or blood at least twice per month to ensure compliance with work release rules and policies;
12. Pay reasonable costs for any urinalysis, breath and/or blood tests he receives while on work release;
13. Not consume or have in his possession at any time any alcoholic beverage, controlled substance or drug except those that are prescribed by a licensed physician and approved by jail command;
14. Not have in his possession, or cause to be brought into the Jail, any contraband;
15. Not use or have in his possession any firearm or dangerous weapons at any time;
16. Comply with all jail rules and regulations at the risk of being disciplined for non-compliance;
17. Provide the Jail vehicle information (e.g. year, make, model, VIN, license plate number) and proof of current vehicle insurance coverage for those vehicles Steed may use while on work release; and
18. Hold the Wasatch County Jail and its administrators and agents harmless and not liable for any loss, damage, or injury he may incur or sustain while engaged in his employment.

IV. OBLIGATIONS OF THE JAIL

A. The Jail hereby promises to:

1. House and incarcerate Steed (including providing meals when Steed is physically present in the Jail) for the duration of his commitment with the Third District Court;
2. Provide Steed adequate time to visit his health care professionals during those times he is eligible for work release;

3. Transport Steed, according to the terms specified in Section III(E-G), to his health care professionals during those times Steed is not eligible for work release; and
 4. Transport or secure ambulance transportation for Steed to the local emergency room in the event Steed is in need of emergency health care services, although the costs of such will be borne by Steed, as detailed in Section III(E) above.
- B. The Jail is only obligated to provide work release for Steed based on Steed's good behavior and compliance with all Jail rules, policies, and this Agreement. If, at any time, Steed violates any Jail rules, policies, or this Agreement, his work release privileges may be temporarily suspended or permanently revoked.

V. MUTUAL OBLIGATIONS

The Jail and Steed both agree that:

- A. This Agreement, along with the Third District Court's Order allowing work release and Salt Lake County Jail's written authorization permitting Steed to be moved to Wasatch County (as referenced in Section III(A-B)), constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written agreements; and
- B. This Agreement cannot be modified orally and can only be amended by a written instrument signed by both parties.
- C. Either party may terminate this agreement for any reason upon thirty days written notice to the other party. In the event of termination, Steed will be responsible to pay Wasatch County for the days spent in their jail and all costs for returning him to the Salt Lake County Jail, as per this agreement.)

VI. DESIGNATED CONTACT REPRESENTATIVES

The following individuals shall be the primary and alternative contact representative(s) for each party:

Wasatch County Sheriff

Primary Contact Representative
Corey S. Davis

Alternative Contact Representative
Jared W. Rigby

Lieutenant
Wasatch County Sheriff's Office
1361 South Highway 40
Heber City, UT 84032
435-654-1411 (office)
435-657-3580 (fax)
cdavis@co.wasatch.ut.us

Chief Deputy
Wasatch County Sheriff's Office
1361 South Highway 40
Heber City, UT 84032
435-657-3560 (office)
435-657-3580 (fax)
jrigby@co.wasatch.ut.us

Mr. Frank Steed


Primary Contact Representative

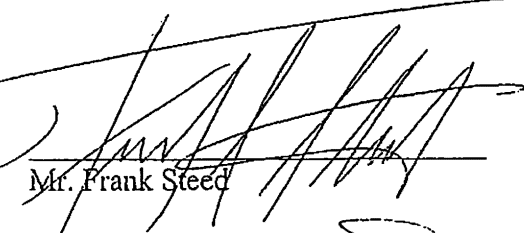
Loni F. Deland
43 East 400 South
Salt Lake City, Utah 84111
801-364-1333 (office)
801-364-3232 (fax)
lfd_inc@msn.com

Secondary:

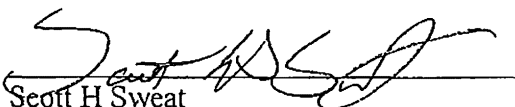
Joan Steed (wife)
1220 Interlaken Rd
Midway, UT 84049
(435) 729-9644 cell
(435) 657-0150 home
m2rdigrasjoan@yahoo.com

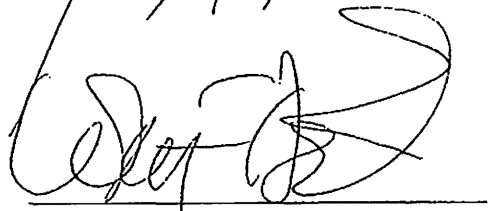
IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties
hereto, this ____ day of _____, 2011.


Mike Davis
Wasatch County Manager


Mr. Frank Steed

Approved as to form:


Scott H. Sweat
Wasatch County Attorney


Loni F. Deland
Attorney for Mr. Frank Steed

Addendum C

LONI F. DeLAND (0862)
Lawyer for Defendant
43 East 400 South
Salt Lake City, Utah 84111
Telephone: (801) 364-1333
Facsimile: (801) 364-3232
lfid_inc@msn.com

FILED
11 OCT 25 AM 10:48
ORIGINAL
SALT LAKE COUNTY
CLERK
BY MD

OCT 21 2011

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

STATE OF UTAH,	:	ORDER APPROVING TRANSFER TO
	:	WASATCH COUNTY JAIL
Plaintiff,	:	
vs.	:	
JOAN STEED,	:	Case No. 081907873
Defendant.	:	Judge Robin Reese

Based upon the motion of defendant's lawyer, Loni F. DeLand, and good cause shown, it is hereby


ORDERED, ADJUDGED and DECREED that the defendant, Joan A. Steed's six-month commitment be transferred from the Salt Lake County Adult Detention Center to the Wasatch County Jail as soon as Wasatch County is prepared to accept her upon the following terms and conditions:

1. Defendant serve her six-month jail sentence in the Wasatch County Jail if approved by the Wasatch County Sheriff, at the defendant's expense, as agreed to by and between said defendant and Wasatch County;
2. The defendant shall sign and be bound by any such conditions contained in a contract of confinement by and between he and Wasatch County, including per diem costs, work release conditions and any all such costs and conditions of confinement

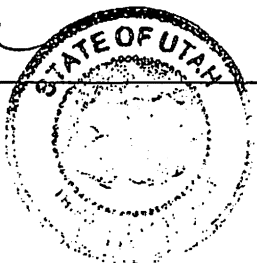
and release imposed by Wasatch County;

3. The determination as to whether or not to grant good time is solely at the discretion of the Wasatch County Sheriff;
4. The determination to grant work release and any conditions and limitations pursuant thereto shall be at the sole discretion of the Wasatch County Sheriff;
5. Determination regarding medical treatment, including furloughs for medical treatment and/or surgical procedures/post-surgical rehabilitation shall be at the sole discretion of the Wasatch County Sheriff; and
6. Any determination of a breach of the agreement between defendant Steed and the Wasatch County Sheriff, whether financial or institutional, and any sanctions to be imposed attendant said breach, shall be at the discretion of the Wasatch County Sheriff, pursuant to the relevant policies and procedures and/or contractual agreements between defendant Steed and the Sheriff.

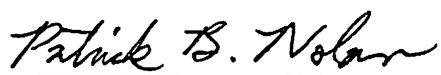
DATED: October 21, 2011.



Judge Robin Reese
Third District Court



APPROVED AS TO FORM



Mark W. Baer
Richard G. Hamp
Patrick Nolan
Attorney General's Office

CERTIFICATE OF MAILING

I certify that I mailed a copy of the foregoing via U.S. mail, postage prepaid, on October 13, 2011 to:

Mark W. Baer
Richard G. Hamp
Attorney General's Office
160 East 500 South, 5th Floor
Salt Lake City, Utah 84111

Max Wheeler
Rick Van Wagoner
Snow Christensen & Martineau
10 Exchange Place, #1100
Salt Lake City, Utah 84111

Lt. Corey Davis
Jail Commander
Wasatch County Sheriff's Office
1361 South Hwy 40
Heber, Utah 84032

A handwritten signature in black ink, appearing to read "Corey Davis", is written over a horizontal line. The signature is stylized with large, sweeping loops.

Addendum D

LONI F. DeLAND (0862)
Lawyer for Defendant
43 East 400 South
Salt Lake City, Utah 84111
Telephone: (801) 364-1333
Facsimile: (801) 364-3232
lfid_inc@msn.com

FILED DISTRICT COURT
Third Judicial District
JUL 18 2011
SALT LAKE COUNTY
By MO
Deputy Clerk

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

STATE OF UTAH,	:	EX PARTE ORDER APPROVING
	:	TRANSFER TO WASATCH COUNTY
	:	JAIL
Plaintiff,	:	
vs.	:	
FRANK STEED,	:	Case No. 081907872
Defendant.	:	Judge Robin Reese

Based upon the *Ex Parte* Motion of defendant's lawyer, Loni F. DeLand, and good cause shown, it is hereby

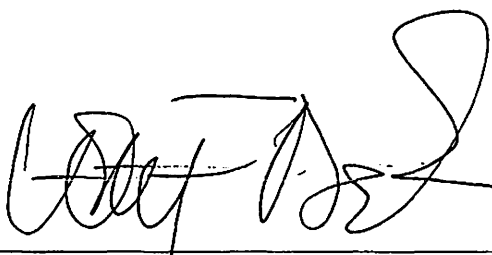
ORDERED, ADJUDGED and DECREED that defendant Frank J. Steed, be transferred from the Salt Lake County Adult Detention Center to the Wasatch County Jail as soon as the said detention facilities can effect the same upon the following terms and conditions:

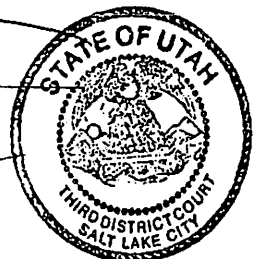
1. Defendant serve the remainder of his 365 day jail sentence in the Wasatch County Jail if approved by the Wasatch County Sheriff, at the defendant's expense, as agreed to by and between said defendant and Wasatch County;
2. The defendant shall sign and be bound by any such conditions contained in a contract of confinement by and between he and Wasatch County, including per diem costs, work release conditions and any all such costs and conditions of confinement

- and release imposed by Wasatch County;
3. The determination as to whether or not to grant good time is solely at the discretion of the Wasatch County Sheriff;
 4. The determination to grant work release and any conditions and limitations pursuant therefor shall be at the sole discretion of the Wasatch County Sheriff;
 5. Determination regarding medical treatment, including furloughs for medical treatment and/or surgical procedures/post-surgical rehabilitation shall be at the sole discretion of the Wasatch County Sheriff;
 6. Issues regarding transportation of the defendant, including, but not limited to: transfer from the Salt Lake County Adult Detention Center to the Wasatch County Jail, post-transfer transportation regarding medical treatment, surgery, surgical rehabilitation or any other transportation requirements, whether by service escort or by designated family members at the direction of the Sheriff, be solely at the discretion of the Wasatch County Sheriff; and
 7. Any determination of a breach of the agreement between defendant Steed and the Wasatch County Sheriff, whether financial or institutional, and any sanctions to be imposed attendant said breach, shall be at the discretion of the Wasatch County Sheriff, pursuant to the relevant policies and procedures and/or contractual agreements between defendant Steed and the Sheriff.

DATED: July 14, 2011.

no objection
received from
plaintiff's
counsel.
RU 7/18/11
3:00 p.m.


Judge Robin Reese
Third District Court



Addendum E

Utah Code Ann. § 77-2-1

Statutes current through the 2015 First Special Session

Utah Code Annotated > Title 77 Utah Code of Criminal Procedure > Chapter 2 Prosecution, Screening, and Diversion

77-2-1. Authorization to file information.

Unless otherwise provided by law, no information may be filed charging the commission of any felony or class A misdemeanor unless authorized by a prosecuting attorney.

History

C. 1953, 77-2-1, enacted by L. 1980, ch. 15, § 2.

Utah Code Annotated

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